CONTRACT FOR THE DESIGN AND RELOCATION OF HYDRO TECHNICAL INSTALLATIONS IN ZMAJEVO

Concluded on December the 06th 2023, in Novi Sad, between:

1. **CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD** (abbreviated: CCECC Balkan) from Belgrade-Zemun, Address: Batajnički drum 3. deo 6a, Registration No.: 29507031, Tax ID: 109874997, represented by the Representative of the branch of the foreign citizen CHEN, Zhongzheng, Passport No.: PE2146197 from the People's Republic of China (hereinafter: **Contractor**) on the one side.

&

2. BULEVAR COMPANY DOO NOVI SAD (abbreviated: Bulevar doo) from Novi Sad, Address: Mičurinova 30,Novi sad, Registration No.: 08743509, Tax ID: 101627445, represented by the Director Nenad Novaković JMBG:3103985183583 of Serbia, (hereinafter: **Subcontractor**) on the other side.

Together designated as the **Contracting Parties**.

The Contract was concluded in the manner and according to the conditions as follows:

The Subject of the Contract

Article 1

1.1 The subject of this contract is the design and relocation of hydrotechnical installations in Zmajevo, with purchase ,installation and test etc, on part of the railway section Novi Sad – Vrbas, according to the design drawing and specifications demand by the requirement.

1.2 Everything is in accordance with the valid regulations, technical norms and mandatory standards that apply to this type of work, the valid project for the relocation of water supply DN65 and pressure sewer DN160 in Zmajevo at station km 102+309, as per the Contractor's Bids No. 2667-11-23, 2667-11-23/1, 2668-11-23, 2668-11-23/1, which constitute an integral part of this contract.

1.3 Business cooperation will begin after the signing of the contract and will end after the completion of the works and obtaining good test results.

UGOVOR O IZRADI I IZMEŠTANJU HIDROTEHNIČKIH INSTALACIJA U ZMAJEVU

"BULEVAR COMPANY" Д.О.О.
НОВИ САД, Мичуринова 30
Број: 2721-12-23
Датум: 06.12.2023.

Zaključen dana 06. decembra 2023 godine, u Novom Sadu, između:

1. **CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD** (skraćeno: CCECC Balkan) iz Beograda-Zemuna, ul. Batajnički drum 3. deo 6a, matični broj: 29507031, PIB: 109874997, koga zastupa zastupnik ogranak stranog lica CHEN, Zhongzheng, broj pasoša: PE2146197 iz Narodne Republike Kine (u daljem tekstu:**Izvođač**) sa jedne strane.

i

2. BULEVAR COMPANY DOO NOVI SAD (skraćeno: Bulevar doo) iz Novog Sada, Adresa: Mičurinova 30, Novi sad, Matični broj Br.: 08743509,PIB: 101627445, koga zastupa director Nenad Novaković JMBG:3103985183583 iz Republike Srbije, (u daljem tekstu **Podizvođač**) sa druge strane.

Zajedno označavani kao **Ugovorne stane**.

Ugovor je zaključen na način i prema uslovima kako u daljem tekstu sledi:

Predmet ugovora

Član 1

1.1 Predmet ovog ugovora je izrada i izmeštanje hidrotehničkih instalacija u Zmajevu sa nabavkom materijala, montažom, testiranjem i sl. na delu pruge deonica Novi Sad – Subotica, prema crtežima iz projekta i specifikacijama iz zahtevanih uslova.

1.2 Sve u skladu sa važećim propisima, tehničkim normativima i obaveznim standardima koji važe za ovu vrstu radova, važećem projektu izmeštanje vodovoda DN65 i potisne kanalizacije DN160 u Zmajevu na stacionaži km 102+309 prema Ponudama Izvođača br. 2667-11-23, 2667-11-23/1, 2668-11-23, 2668-11-23/1, koje čine sastavni deo ovog ugovora.

1.3 Poslovna saradnja će početi nakon potpisivanja ugovora i završava se po završetku radova i dobijanju dobrih rezultata na testiranju i isteku Perioda za otklanjanje nedostataka.

The Obligations of the Contracting Parties

Article 2

2.1 The **Subcontractor** is obliged to:

1) perform work in all respects according to: valid legal regulations, valid technical regulations, norms and standards, generally accepted rules of the profession and the standard of care of a good businessman and according to the provisions of this contract and its eventual amendments and additions (annex) and the valid Design for water supply pipe installation provided by the Contractor;

2) perform works according to the submitted technical documentation and in accordance with regulations, standards, including accessibility standards, technical norms and quality standards that apply to certain types of works;

3) perform the works that are the subject of this Contract with its personnel potential, its machinery, as well as other means of work.

4) organize the construction site in such a way as to ensure access to the location, protection of the environment for the duration of the works;

5) provide proof of the quality of the works performed, including the materials;

6) keep a Construction Diary, a construction book and ensures the inspection book;

7) provide and submit a decision on the determination of the responsible contractor at the construction site.

8) undertake to perform all the necessary actions and provide all the necessary services in the name of the performance of the contracted work within the framework of the performance of the works described in the Contract, including: submission of the construction plan according to the construction drawings, contacting the Holder of the Public Authorities, ensuring and covering material applied satisfied the specification, complete all related construction works to complete the handover and obtain approval from Owner.

2.2 The **Contractor** is obliged to:

1) inform the Subcontractor immediately about changes and additions to the approved investment-technical documentation during the execution of works.

2) deliver to the Subcontractor all necessary technical documentation for the execution of the works;

3) makes regular payments to the Subcontractor timely, in accordance with the contract;

4) ensure permanent supervision of the works that are the subject of the contract;

Obaveze Ugovornih strana

Član 2

2. **Podizvođač** je dužan da:

1) izvodi radove u svemu prema: važećim zakonskim i podzakonskim propisima, važećim tehničkim propisima, normativima i standardima, opšte usvojenim pravilima struke i standardu pažnje dobrog privrednika i prema odredbama ovog ugovora i njegovih eventualnih izmena i dopuna (aneksa) i važećem projektu za izradu vodovodnog priključka dostavljenom od strane Naručioca;

2) izvodi radove prema dostavljenoj tehničkoj dokumentaciji a u skladu sa propisima, standardima, uključujući standarde pristupačnosti, tehničkim normativima i standardu kvaliteta koji važe za pojedine vrste radova

3) izvodi radove koji su predmet ovog Ugovora sa svojim kadrovskim potencijalima, svojom mehanizacijom, kao i drugim sredstvima rada.

4) organizuje gradilište na način kojim će obezbediti pristup lokaciji, obezbeđenje nesmetanog odvijanja saobraćaja, zaštitu okoline za vreme trajanja radova;

5) obezbeđuje dokaz o kvalitetu izvršenih radova, odnosno materijala;

6) vodi građevinski dnevnik, građevinsku knjigu i obezbeđuje knjigu inspekcije;

7) obezbedi i dostavi rešenje o određivanju odgovornog izvođača radova na gradilištu.

8) obavezuje se da obavi sve neophodne radnje i pruži sve neophodne usluge na ime ostvarenja ugovorenih poslova u okviru izvođenja radova opisanih Ugovorom, uključujući: predaju plana izgradnje prema građevinskim crtežima, kontaktira imaoca javnih ovlašćenja u vezi nestanka struje, obezbedi i zatrpa primenjene izolacije, dovrši sve povezane građevinske radove da bi završio primopredaju i dobio odobrenje od Imaoca javnih ovlašćenja.

2.2 **Izvođač** je dužan da:

1. Informiše Podizvođača o izmenama i dopunama odobrene investiciono – tehničke dokumentacije za vreme izvođenja radova.

2. Dostavi Izvođaču svu neophodnu tehničku dokumentaciju za izvođenje radova;

3. Vrši redovna plaćanja prema Izvođaču radova blagovremeno, u skladu sa ugovorom;

4. Obezbedi stalni nadzor nad radovima koji su predmet ugovora.

5) notify the Subcontractor of all information related to the works;

6 act timely on the remarks of the Subcontractor, which refer both to the performance of the works itself and to the observed remarks in the technical documentation.

The Value and the Price Determination

Article 3

3.1 The contracted value of the works defined by this Agreement, on the day of its signing, is 110,068.55USD (in letters: one hundred thousand sixty-eight and 55/100 USD), according to the official middle exchange rate of the National Bank of Serbia on the day of making the bids, without calculated VAT. The prices of the works are agreed on the basis of the unit prices that the subcontractor stated in Offers no. 2667-11-23, 2667-11-23/1, 2668-11-23, 2668-11-23/1, in accordance with the Special Construction Regulations. The subcontractor gave the prices in the offer in USD, and the total value of all offers is 110,068.55 USD without calculated VAT.

3.2 This is a unit price contract. Calculation of the works will be done on the basis of the actually performed quantities according to the contracted positions from the accepted bids , and each interim payment will be paid when the supervisor accept the completed works and payment will be within 30 days after received the official invoice then acceptable by both parties.

Term and Method of the Payment

Article 4

4.1 The contractor will make an advance payment on account/in the amount of 30% of the contracted price. The contractor will pay an advance to subcontractor's account in the amount of 30% of the contract price, and the subcontractor will provide an irrevocable and equivalent bank promissary note worht 30% of the contracted value to the contractor after signing the contract.

4.2. The contracting authority shall pay for the works carried out through certified temporary monthly situations, according to each completed month of works, and reduced by:

• 40% for the refund of the advance to the justification of the full advance, after which he receives the full amount for the works performed.

4.3. Upon issuance of the Certificate of Acceptance of Works, the subcontractor will submit a promissory note as a guarantee for the warrantly period in the amount of 5% of the contract value.

5. Obaveštava Izvođača o svim informacijama koje se odnose na predmetne radove;

6. Reaguje pravovremeno prema primedbama Podizvođača koje se odnose bilo na samo izvođenje radova bilo na tehničku dokumentaciju.

Vrednost i određivanje cene

Član 3

3.1. Ugovorena vrednost radova definisanih ovim Ugovorom, iznosi 110,068.55USD (slovima: stodesethiljadašezdesetosam i 55/100 USD), po zvaničnom srednjem kursu Narodne banke Srbije na dan sačinjavanja ponuda, bez obračunatog PDV-a. Cene radova su ugovorene na bazi jediničnih cena koje je podizvođač naveo u Ponudama br. 2667-11-23, 2667-11-23/1, 2668-11-23, 2668-11-23/1, u skladu sa Posebnim propisima o izgradnji. Podizvođač je cene u ponudi dao u USD, a ukupna vrednost svih ponuda je 110,068.55 USD bez obračunatog PDV-a.

3.2. Ovo je ugovor na bazi jediničnih cena. Obračun radova će se vršiti na osnovu stvarno izvedenih količina po ugovorenim pozicijama iz prihvaćenih ponuda, a svaka privremena situacija će biti isplaćena kada nadzorni organ prihvati završene radove i uplata će biti u roku od 30 dana nakon što dobije zvaničnu fakturu koju su potom obe strane prihvatile.

Način plaćanja

Član 4

4.1 Izvođač će izvršiti avansno plaćanje na račun /u iznosu od 30 % ugovorene cene.

Izvođač će uplatiti avans na račun podizvođača u iznosu od 30% od cene ugovora, a podizvođač će obezbediti neopozivu i ekvivalentnu bankarsku menicu u vrednosti 30% ugovorene vrednosti izvođaču nakon potpisivanja ugovora.

4.2. Naručilac će plaćati izvedene radove putem overenih privremenih mesečnih situacija, prema svakom završenom mesecu radova, a umanjeno za:

- 40 % za povraćaj avansa do pravdanja punog avansa, nakon čega prima pun iznos za izvedene radove.

4.3. Po izdavanju Potvrde o prijemu radova, Podizvođač će dostaviti menicu kao garanciju za garantni rok u iznosu od 5% vrednosti ugovora.

Defects Notification Period shall last 12 (twelve) months, commencing from the day when the Subcontractor receives the Taking over Certificate, issued by the Contractor.

The Deadline for the Execution of the Works

Article 5

5.1 The subcontractor is obligate to complete the construction the water supply pipe at mentioned location within 30 days when the subcontractor got the approval method statement from the Supervisor.

5.2After signed the this agreement, subcontractor shall provide the Method Statement and Material Approval Requests (MAR).

After obtaining acceptance of the Supervisor will purchase material as soon as possible, not more than one weeks.

5.3 The start and end of the works will be recorded in the Construction Diary.

The Duration of the Contract

Article 6

61. The Contract ends with legal effect on the day of settlement of all contractual obligations.

The Extension of the Deadlines

Article 7

Inapplicability

The Warranty

Article 8

8.1 The Subcontractor provides a warranty for the performed works and materials for a period of 24 (twenty-four) months from the day of handover of the works, which will be stated in the Record of handover of the works.

The Handover of The Completed Works

Article 9

9.1 The handover is carried out by means of the record of the handover of the performed works, which is verified by the signature of the Contractor and Subcontractor.

9.2 The Contractor is obliged to schedule the handover of the performed works within 7(letters: seven) days from the date of the Subcontractor's written notification that the works have been completed, after the completion of the works and the written notification to the Subcontractor that the works in question have been completed.

9.3 In the event that the Contractor has objections to the performed works, he will invite the Subcontractor to eliminate the deficiencies within 7 (in letters: seven) days, counting from the day of the written request. After the

Period za prijavu nedostataka traje 12 (dvanaest) meseci, počevši od dana kada Podizvođač dobije Potvrdu o preuzimanju, koju izdaje Izvođač.

Rok za izvođenje radova

Član 5

5.1 Podizvođač je dužan da završi izgradnju vodovodne cevi na pomenutoj lokaciji u roku od 45 dana od dana kada je podizvođač dobio odobrenje za Tehnologiju izvođenja radova od Nadzornog organa

5.2 Nakon što je potpisao ovaj sporazum, podizvođač će dostaviti Tehnologiju izvođenja radova i Zahteve za odobravanje materijala (MAR).

Nakon pribavljanja odobrenja Nadzornog organa, Podizvođač će kupiti materijal u najkraćem mogućem roku, ne dužem od nedelju dana..

5.3 Početak i završetak izvođenja radova će se upisivati u građevinski dnevnik.

Trajanje ugovora

Član 6.

6.1. Ugovor prestaje sa pravnim dejstvom danom izmirenja svih ugovornih obaveza.

Produženje rokova

Član 7

Nije primenljivo

Garancija

Član 8

8.1 Podizvođač daje garanciju na izvedene radove i materijal u trajanju od 24 (dvadeset četiri) meseca od dana primopredaje radova, što će biti navedeno u Zapisniku o primopredaji radova.

Primopredaja izvedenih radova

Član 9

9.1 Primopredaja se vrši zapisnikom o primopredaji izvedenih radova, koju se verifikuje potpisom Izvođača i Podizvođača .

9.2. Izvođač je u obavezi da nakon završetka radova i pisanog obaveštenja Podizvođača radova o tome da su predmetni radovi po Ugovoru završeni, zakaže primopredaju izvedenih radova u roku od 7 (slovima: sedam) dana od dana pisanog obaveštenja Izvođača da su radovi završeni.

9.3 U slučaju da Naručilac ima primedbe na izvedene radove, pozvaće Izvođača da nedostatke otkloni u roku od 7 (slovima: sedam) dana računajući od dana učinjenog pisanog poziva. Nakon otklanjanja nedostataka od strane Izvođača u navedenom roku, Ugovorne strane pristupiće potpisivanju

Subcontractor has eliminated the deficiencies within the specified period, the Contracting Parties will proceed to sign the Record of Handover of the Performed Works.

The Termination of the Contract

Article 10

10.1 Each contracting party may terminate the Contract only for the reason of non-fulfillment of contractual obligations of the other Contracting Party.

10.2 The Contract is considered terminated on the day of receipt of the declaration of termination of the Contract. The contractual party that terminated the contract due to non-fulfillment of the contractual obligations of the other contractual party reserves the right to compensation for damages.

The Transfer and Revision of the Contract

Article 11

11.1 The contracting parties agree that the rights and obligations from this Contract cannot be unilaterally transferred to the other contracting party.

11.2 Any amendment or supplement to this Contract or additional obligation assumed by any of the Contracting Parties in connection with this Contract shall be binding only if it is made in writing and signed by both Contracting Parties.

Clausula Salvatorius

Article 12

12.1 In the event that any provision of this Agreement is held invalid or unenforceable, in whole or in part, all other provisions shall remain in effect and the provision or part of the provision that cannot be enforced shall be severed from this Agreement.

Confidentiality

Article 13

13.1. The Subcontractor undertakes to keep confidential all information obtained during the stay at the Contractor's premises for the purpose of carrying out works in the name of the realization of the contracted business cooperation and the implementation of actions and services performed in order to perform the works described in this Agreement.

The Governing Law and Dispute Resolution

Article 14

14.1 The provisions of the relevant laws in force in the Republic of Serbia, primarily the provisions of the Law on

Zapisnika o primopredaji izvedenih radova.

Raskid ugovora

Član 10

10.1 Svaka ugovorna strana može raskinuti Ugovor samo iz razloga neispunjenja ugovornih obaveza Druge ugovorne strane.

10.2 Ugovor se smatra raskinutim danom prijema izjave o raskidu Ugovora. Ugovorna strana koja je ugovor raskinula zbog neispunjenja ugovornih obaveza Druge ugovorne strane zadržava pravo na naknadu štete.

Prenos i revizija Ugovora

Član 11

11.1 Ugovorne strane su saglasne da se prava i obaveze iz ovog Ugovora ne mogu jednostrano prenositi bez saglasnosti druge ugovorne strane.

11.2 Bilo kakva izmena ili dopuna ovog Ugovora ili dodatna obaveza koju je preuzela bilo koja od Ugovornih strana u vezi sa ovim Ugovorom, biće obavezujuća isključivo ako je sačinjena u pisanoj formi i potpisana od strane obe ugovorne strane.

Clausula Salvatorius

Član 12

12.1 U slučaju da bilo koja odredba ovog Ugovora bude smatrana nevažećom ili se ne bude mogla staviti na snagu, u celosti ili delimično, sve druge odredbe ostaju na snazi, a odredba ili deo odredbe koji ne mogu staviti na snagu, biće izdvojeni iz ovog Ugovora.

Poverljivost

Član 13

13.1 Izvođač se obavezuje da čuva u tajnosti sve informacije do kojih dođe tokom boravka u prostorijama Naručioca radi izvršenja izvođenja radova na ime ostvarenja ugovorene poslovne saradnje i sprovođenja radnji i usluga izvršenih u cilju obavljanja izvođenja radova opisanih ovim Ugovorom.

Merodavno pravo i rešavanje sporova

Član 14

14.1 Na sve ono što nije regulisano ovim Ugovorom primenjivaće se odredbe odgovarajućih zakona važećih u

Obligations, shall be applied to everything that is not regulated by this Agreement.

14.2 The Contracting Parties agree to resolve any disputes that may arise during the validity of this Contract through mutual agreement and peaceful means, and if this is not possible, agree to the jurisdiction of the competent court in Belgrade.

Language and The Number of the Specimens

Article 15

15.1 This contract is writing in English and Serbian, In case of any contradiction, the English version shall prevail. And communication shall be used English.

15.2 The contract is drawn up in 4 (four) identical copies, of which each contracting party keeps 2 (two) copies for its own needs.

Republici Srbiji, i to, pre svega, odredbe Zakona o obligacionim.

14.2 Ugovorne strane su saglasne da eventualne sporove koji proisteknu tokom važenja ovog Ugovora, rešavaju sporazumno mirnim putem, a ako to ne bude moguće, ugovaraju nadležnost stvarno nadležnog suda u Beogradu.

Jezik ugovora i broj primeraka

Član 15

15.1 Ovaj ugovor je napisan na engleskom i srpskom jeziku. U slučaju bilo kakve kontradiktornosti, engleska verzija će imati prednost. A komunikacija će se koristiti na engleskom.

15.2 Ugovor je sačinjen u 4 (četiri) istovetna primerka, od kojih svaka ugovorna strana zadržava po 2 (dva) primerka za svoje potrebe.

Signed by/Potpisao: _____

(for Contractor/Za Izvođača)

Signed by/Potpisao: _____

(for Subcontractor/Za Podizvođača)